

SOLICITATION/CONTRACT/ORDER FOR COMMERCIAL ITEMS OFFEROR TO COMPLETE BLOCKS 12, 17, 23, 24, & 30				1. REQUISITION NUMBER M-0-M2-01-OS-D00 000		PAGE 1 OF 43	
2. CONTRACT NO.		3. AWARD/EFFECTIVE DATE		4. ORDER NUMBER		5. SOLICITATION NUMBER TIRNO-10-R-RPR	
6. SOLICITATION ISSUE DATE 01/13/2010		7. FOR SOLICITATION INFORMATION CALL:		8. OFFER DUE DATE/ LOCAL TIME 02/12/2010 12:00 Noon ET			
9. ISSUED BY Internal Revenue Service 6009 Oxon Hill Road, Suite 500 Oxon Hill, MD 20745		CODE IRS0088		10. THIS ACQUISITION IS <input checked="" type="checkbox"/> UNRESTRICTED OR NAICS: 611710 SIZE STANDARD: \$7.0m		<input type="checkbox"/> SET ASIDE: % FOR <input type="checkbox"/> SMALL BUSINESS <input type="checkbox"/> EMERGING SMALL BUSINESS <input type="checkbox"/> HUBZONE SMALL BUSINESS <input type="checkbox"/> SERVICE-DISABLED VETERAN-OWNED SMALL BUSINESS <input type="checkbox"/> 8(A)	
11. DELIVERY FOR FOB DESTINATION UNLESS BLOCK IS MARKED <input type="checkbox"/> SEE SCHEDULE		12. DISCOUNT TERMS		13a. THIS CONTRACT IS A RATED ORDER UNDER DPAS (15 CFR700) <input type="checkbox"/>		13b. RATING	
15. DELIVER TO Internal Revenue Service 1111 Constitution Avenue, NW Washington, DC 20002		CODE 20006004		16. ADMINISTERED BY Internal Revenue Service 6009 Oxon Hill Road, Suite 500 Oxon Hill, MD 20745		CODE IRS0088	
17a. CONTRACTOR/ OFFEROR TO ALL OFFERORS CODE 00055905		FACILITY CODE		18a. PAYMENT WILL BE MADE BY IRS Beckley Finance Center P.O. Box 9002 Tel: (304) 254-3300 Beckley, WV 25802		CODE INVB030	
<input type="checkbox"/> 17b. CHECK IF REMITTANCE IS DIFFERENT AND PUT SUCH ADDRESS IN OFFER		18b. SUBMIT INVOICES TO ADDRESS SHOWN IN BLOCK 18a UNLESS BLOCK BELOW IS CHECKED. <input type="checkbox"/> SEE ADDENDUM					
19. ITEM NO.	20. SCHEDULE OF SUPPLIES/SERVICES			21. QUANTITY	22. UNIT	23. UNIT PRICE	24. AMOUNT
0001	Return Preparer Registration in accordance with the attached Statement of Objectives			0.00	EA		
25. ACCOUNTING AND APPROPRIATION DATA						26. TOTAL AWARD AMOUNT (For Govt. Use Only)	
<input checked="" type="checkbox"/> 27a. SOLICITATION INCORPORATES BY REFERENCE FAR 52.212-1, 52.212-4. FAR 52.212-3 AND 52.212-5 ARE ATTACHED. ADDENDA <input type="checkbox"/> 27b. CONTRACT/PURCHASE ORDER INCORPORATES BY REFERENCE FAR 52.212-4, FAR 52.212-5 IS ATTACHED. ADDENDA				<input checked="" type="checkbox"/> ARE <input type="checkbox"/> ARE NOT ATTACHED. <input type="checkbox"/> ARE <input type="checkbox"/> ARE NOT ATTACHED.			
<input type="checkbox"/> 28. CONTRACTOR IS REQUIRED TO SIGN THIS DOCUMENT AND RETURN COPIES TO ISSUING OFFICE. CONTRACTOR AGREES TO FURNISH AND DELIVER ALL ITEMS SET FORTH OR OTHERWISE IDENTIFIED ABOVE AND ON ANY ADDITIONAL SHEETS SUBJECT TO THE TERMS AND CONDITIONS SPECIFIED HEREIN.				<input type="checkbox"/> 29. AWARD OF CONTRACT: REF. _____ OFFER DATED _____. YOUR OFFER ON SOLICITATION (BLOCK 5). INCLUDING ANY ADDITIONS OR CHANGES WHICH ARE SET FORTH HEREIN, IS ACCEPTED AS TO ITEMS:			
30a. SIGNATURE OF OFFEROR/CONTRACTOR				31a. UNITED STATES OF AMERICA (SIGNATURE OF CONTRACTING OFFICER)			
30b. NAME AND TITLE OF SIGNER (TYPE OR PRINT)		30c. DATE SIGNED		31b. NAME OF CONTRACTING OFFICER (TYPE OR PRINT)		31c. DATE SIGNED	

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STANDARD FORM 1449 (REV. 3/2005)
Prescribed by GSA - FAR (48 CFR) 53.212

19. ITEM NO.	20. SCHEDULE OF SUPPLIES/SERVICES	21. QUANTITY	22. UNIT	23. UNIT PRICE (US\$)	24. AMOUNT (US\$)

32a. QUANTITY IN COLUMN 21 HAS BEEN

☐ RECEIVED ☐ INSPECTED ☐ ACCEPTED, AND CONFORMS TO THE CONTRACT, EXCEPT AS NOTED: _____

32b. SIGNATURE OF AUTHORIZED GOVERNMENT REPRESENTATIVE

32c. DATE

32d. PRINTED NAME AND TITLE OF AUTHORIZED GOVERNMENT REPRESENTATIVE

32e. MAILING ADDRESS OF AUTHORIZED GOVERNMENT REPRESENTATIVE

32f. TELEPHONE NUMBER OF AUTHORIZED GOVERNMENT REPRESENTATIVE

32g. E-MAIL OF AUTHORIZED GOVERNMENT REPRESENTATIVE

33. SHIP NUMBER

34. VOUCHER NUMBER

35. AMOUNT VERIFIED
CORRECT FOR

36. PAYMENT

37. CHECK NUMBER

☐ PARTIAL ☐ FINAL

☐ COMPLETE ☐ PARTIAL ☐ FINAL
38. S/R ACCOUNT
NUMBER

39. S/R VOUCHER NUMBER

40. PAID BY

☐ 41a. I CERTIFY THIS ACCOUNT IS CORRECT AND PROPER FOR PAYMENT
42a. RECEIVED BY (*Print*)

41b. SIGNATURE AND TITLE OF CERTIFYING OFFICER

41c. DATE

42b. RECEIVED AT (*Location*)

42c. DATE REC'D (YY/MM/DD)

42d. TOTAL CONTAINERS

STANDARD FORM 1449 (REV. 3/2005) **BACK**

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SECTION I – STATEMENT OF OBJECTIVES

Background

In June 2009, the IRS Commissioner launched a comprehensive review of return preparers in an effort to help the IRS better leverage this community with the twin goals of increasing taxpayer compliance and ensuring uniform and high ethical standards of conduct for preparers. The IRS Strategic Plan for 2009 – 2013 addresses the importance of return preparers in two objectives: 1) Strengthen partnerships with tax practitioners, tax return preparers, and other third parties in order to ensure effective tax administration, and 2) Ensure that all practitioners, tax return preparers, and other third parties in the tax system adhere to professional standards and follow the law.

Scope/Objective

The purpose of this effort is to procure vendor support to assist the IRS in the implementation of regulation of paid tax return preparers. This will require establishing and maintaining a system for on-line registration and renewal, user fee collection, and issuance of a unique identifying number for all paid tax return preparers (hereafter, "preparers"). Generally, a paid tax return preparer is defined as any return preparer who prepares tax returns for compensation and is required by statute, regulation or IRS rule to sign a return. The vendor will be required to develop and maintain a system capable of recording self-certification of continuing education reported by paid tax return preparers and will include capabilities to receive and electronically record test results from third party test administrator(s). The system will include interface (with IRS and other systems) and notice issuance functionality as well as data capture and report generation capabilities. Customer service activities will be provided in support of the aforementioned activities. The Vendor shall perform these activities in all states, territories, and federal jurisdictions of the United States as well as internationally. Refer to the IRS Return Preparer Report issued January 2010 for a greater understanding of the context and detail of the IRS Return Preparer recommendations <http://www.irs.gov/pub/irs-pdf/p4832.pdf>

Online IT Application – The Vendor will develop an English-language, web-based application for use by approximately 900K-1.2M tax return preparers. This number represents our current estimate, and may increase or decrease. The Vendor shall be prepared to begin return preparer registration and fee collection on or before September 1, 2010. Functionality associated with renewal, continuing education (CE), test result recordation, account management, automated notice issuance and reports shall commence on or before April 1, 2011. All general IT application functional requirements, unless otherwise noted, will be included with registration rollout and available on or before September 1, 2010. At a minimum, the application must include the following capabilities:

General IT Application Functional Requirements

- Secure on-line payment of registration and renewal fees enabling both direct debit and credit card options. Registration fees on or before September 1, 2010; renewal fees on or before April 1, 2011.
- Compliance with authentication requirements as outlined in OMB Memorandum M-04-04, National Institute of Standards and Technology (NIST) Special Publication (SP) 800-63,

and NIST SP 800-53 (requires that FISMA-governed systems follow SP 800-63 guidance for authentication). Vendor's authentication solution must be approved by the IRS prior to development.

- Enable secure remote access by IRS users. Multiple tier accesses with associated permissions to be identified, e.g. management, examiner, etc.
- Ability for the preparer to scan and upload documents.
- The technical solution used for information exchanged between the Vendor and the IRS will be worked jointly and must be approved by the IRS prior to development.
- Overall system functionality should minimize downtime and maximize responsiveness and usability – consistent with private sector best practices.

Registration

- Register all tax return preparers using the minimal data capture requirements outlined in Attachment 1.
- Unless an alternative agreed upon authentication solution is developed, the vendor shall interface with the IRS beginning with initial registration to identify the preparer's address of record.
- Issue a Preparer Tax Identification Number (PTIN), with confirmation information, in a printable form for use by the preparer. PTIN to be issued in the following format PNNNNNNNN (PTIN to start with the letter "P" designating it as a PTIN, then 8 numerical digits).
- PTINs and applicant data obtained at time of application and any data updated after assignment of a PTIN shall be maintained by the vendor, with extracts/reports provided to the IRS on an as yet to be determined frequency and in an as yet to be determined format.
- Secure on-line registration fee and agreement to an as yet to be determined ethics statement prior to issuance of PTIN. The vendor will develop a process for collecting payments that are reversed after the PTIN has been issued.
- Issue preparers who currently have a PTIN, the same PTIN. Vendor shall receive a one-time data extract from the current PTIN database and use this information to validate the assigned PTIN and reissue it to the PTIN applicant, when applicable. Reissued PTINs will be identified. Unvalidated PTINs should not be reissued to any preparer. The data extract will be purged from the vendor's files after implementation of PTIN applicant registration. Date to be determined by the IRS.
- Beginning April 1, 2011, all return preparers must pass "compliance checks" prior to receiving a PTIN ensuring that they have no outstanding obligations on their personal or business federal tax returns. These compliance checks will be conducted via IRS interface with Vendor system in real time. Preparers considered not to be in full compliance will be electronically advised to contact the IRS to discuss open compliance issues.

Renewal

- Renewal registration will occur every 3 years. Initial renewal timelines may be staggered to facilitate a more evenly distributed workload.
- Do not authorize renewal, if Continuing Education course requirements are not met. This does not apply to attorneys, CPAs or enrolled agents.

- At renewal, those preparers who are not in full compliance with their business and personal tax returns will be referred to the IRS. Preparers will be electronically advised of the referral action.
- Secure on-line registration fee prior to renewal. The vendor will develop a process for collecting payments that are reversed after the PTIN has been issued.

Continuing Education (CE)

- Preparers who are not attorneys, CPAs, enrolled agents, enrolled actuaries, or enrolled retirement plan agents will have annual educational requirements. Enable impacted preparers to enter, save and view completed CE courses and related information, and self-certify completion of required education.
- Automatically tally CE credit hours and compare against renewal requirements.
- There are instances where CE credit hours can be waived and/or extended by the IRS. Develop a process to address waiver requests and associated referrals to the IRS.
- Preparers should be electronically alerted to non-compliance with CE requirements. Those not in compliance prior to renewal will not be authorized to renew their PTINs.
- Maintain an electronic searchable database of IRS-authorized CE providers. A CE provider listing, including regular updates, will be provided to the Vendor by the IRS. A link to this database will also be included on the IRS internet webpage.

Test Result Recordation

- Preparers who are not attorneys, CPAs or enrolled agents will be required to pass a test prior to registration. Although enrolled actuaries and enrolled retirement plan agents are exempt from CE requirements, they are required to pass a test if they choose to prepare a tax return. Test administrator(s) will transmit test results to the vendor for association with the preparer's PTIN account. Interface requirements between test administrator(s) and the vendor will be developed and coordinated by the vendor. The test availability date has not yet been determined. However, those required to take and pass a test will be required to do so within 3 years of test availability. Those preparers who do not pass a test within the 3 year allowable timeframe will have their PTIN's invalidated. The vendor needs to include functionality to systemically invalidate PTINs when testing requirements are not met, including appropriate notification with appeal rights to preparers and the IRS.
- Maintain an electronic searchable database of IRS-authorized test administrators. The listing, including regular updates, will be provided to the Vendor by the IRS. A link to this database will also be included on the IRS internet webpage.

Account Management

- Include a log-in interface with lost user ID and/or password functionality.
- Enable users to self manage their profiles on-line including the ability to update certain application information, e.g. address, and input CE course information, at any point in time.
- Issue alerts to IRS as key information items are changed to facilitate necessary IRS follow-up actions. Example, alert the IRS if an applicant updates information that now includes a felony conviction. Specific alert items to be worked jointly between vendor and IRS.
- Provide users with updated information related to their accounts, e.g. renewal dates, upcoming requirements, status of PTIN (e.g. valid, invalid), etc.
- Randomly select records for renewal audits, and forward information to the IRS.

Automated Notice Issuance

- Once the PTIN is issued, a “Welcome Letter” outlining requirements, due dates, etc. unique to that specific preparers’ situation, (i.e. some preparers will need to take an exam and comply with CE requirements; others will not) will be systemically sent to the preparer.
- Issue a paper certificate to return preparers upon completion of test and CE requirements, as required. This certificate will be of professional quality, suitable for display.
- Include systemic notice issuance to preparers using pre-established business rules. These notices will serve as reminders of upcoming or past-due requirements.
- Include ability to issue ad-hoc notices (systemic or targeted), as needed.
- Retain an electronic copy of all correspondence issued to preparers that is accessible from the individual return preparer’s record.
- Create and address letters, envelopes and labels, as needed.
- Support batch mailing processing functions.

Reports

- Provide IRS with preparer data via standardized and ad-hoc reports, downloads, and/or extracts on pre-determined, periodic and as needed basis. Report-related interfaces must be available on or before April 1, 2011.

Paper PTIN Applications

- Develop a paper version of the on-line registration form and associated processes for issuing PTINs via paper application. To be available on or before September 1, 2010. The IRS may choose to remove this option at a later date.
- Include a process for handling paper applications that will be inadvertently received by the IRS and shipped by the IRS to the vendor for processing.
- Paper applications will not be promoted; however, the IRS expects that some will be received.

Customer Service

- Develop a service delivery program that ensures that preparers can address questions related to registration, renewal, testing, and CE processes and timelines, and online application/account management system usability as well as complete activities such as checking the status of their registration/renewal. A link to the vendor’s webpage will also be included on the IRS internet webpage.
- Service must be available to preparers at least 30 days prior to system availability.
- At a minimum, the service delivery program will include the staffing of a toll-free call center to include access for deaf and hearing-impaired individuals and the development of a web site that includes on-line instructions/guidance regarding return preparer requirements, due dates, and how to register/renew, register for CE, etc.
- Service delivery should be responsive to preparer needs, minimize wait/hold times, and consistently provide preparers with accurate, complete information.

Marketing to Public

Provide support and assistance with marketing to public and preparer/practitioner groups including participation in industry events and other public relations activities, web site development, and joint development and production of marketing materials.

Additional Requirements

Confidentiality of Information - The vendor must ensure the confidentiality of all information received, obtained or generated by the vendor in the course of operating this program. Requirements for safeguarding tax information are set forth in the IRS Acquisition Procedures (IRSAP 1052.224) and in the Federal Acquisition Regulations (FAR) 52.224-1 and 52.224-2. Requirements for safeguarding non-tax information must match the requirements applicable to federal agencies as stated in the Privacy Act of 1974 (5 U.S.C. § 552a).

Privacy Act Provisions – (1) Comply with the Privacy Act of 1974 (the Act) and the agency rules and regulations issued under the Act in the design, development, or operation of any system of records on individuals to accomplish an agency function when the contract specifically identifies --

- (a) The systems of records; and
 - (b) The design, development, or operation work that the vendor is to perform;
- (2) Complete and comply with requirements outlined in the Privacy Impact Assessment (<http://core.publish.no.irs.gov/pubs/pdf/30605h00.pdf>).
- (3) Include the Privacy Act notification contained in this contract in every solicitation and resulting subcontract and in every subcontract awarded without a solicitation, when the work statement in the proposed subcontract requires the redesign, development, or operation of a system of records on individuals that is subject to the Act; and
- (4) Include this clause, including this subparagraph (4), in all subcontracts awarded under this contract which requires the design, development, or operation of such a system of records.

Privacy Act Violations - In the event of violations of the Act a civil action may be brought against the agency involved when the violation concerns the design, development, or operation of a system of records on individuals to accomplish an agency function, and criminal penalties may be imposed upon the officers or employees of the agency when the violation concerns the operation of a system of records on individuals to accomplish an agency function. For purposes of the Act, when the contract is for the operation of a system of records on individuals to accomplish an agency function, the Vendor is considered to be an employee of the agency.

- (1) "Operation of a system of records," as used in this clause, means performance of any of the activities associated with maintaining the system of records, including the collection, use, and dissemination of records.
- (2) "Record," as used in this clause, means any item, collection, or grouping of information about an individual that is maintained by an agency, including, but not limited to, education, financial transactions, medical history, and criminal or employment history and that contains the person's name, or the identifying number, symbol, or other

identifying particular assigned to the individual, such as a fingerprint or voiceprint or a photograph.

- (3) "System of records on individuals," as used in this clause, means a group of any records under the control of any agency from which information is retrieved by the name of the individual or by some identifying number, symbol, or other identifying particular assigned to the individual.

Review of Forms - Any forms, notices, certificates, screen shots, etc designed by the vendor for use by the preparers must be approved by the IRS before use in order to ensure compliance with applicable laws.

Safeguards - The vendor is required to carry out a program of inspection to safeguard against threats and hazards to the security, integrity, and confidentiality of Government data, the Vendor shall afford the Government access to the Vendor's facilities, installations, technical capabilities, operations, documentation, records, and databases. If new or unanticipated threats or hazards are discovered by either the Government or the Vendor, or if existing safeguards have ceased to function, the discoverer shall immediately bring the situation to the attention of the other party. Each officer or employee of the vendor or subvendor at any tier to whom "Official Use Only" information may be made available or disclosed shall be notified in writing by the vendor that "Official Use Only" information disclosed to such officer or employee can be used only for a purpose and to the extent authorized herein, and that further disclosure of any such "Official Use Only" information, by any means, for a purpose or to an extent unauthorized herein, may subject the offender to criminal sanctions imposed by 18 U.S.C. Sections 641 and 3571. Section 641 of 18 U.S.C. provides, in pertinent part, that whoever knowingly converts to his use or the use of another, or without authority sells, conveys, or disposes of any record of the United States or whoever receives the same with the intent to convert it to his or her use or gain, knowing it to have been converted, shall be guilty of a crime punishable by a fine or imprisoned up to ten years or both.

Ownership of Data – Any data collected by the vendor will become property of the IRS. Ownership is further governed by FAR 52.227-14, Rights in Data.

Protection Against Misconduct

In performing the services described herein, the Vendor agrees to comply and assume responsibility for compliance by his/her employees with the following requirements:

- All work shall be performed under the supervision of the Vendor or the Vendor's responsible employees.
- Any confidential tax information made available in any format shall be used only for the purpose of carrying out the provisions of this contract. Confidential tax information includes all identifying taxpayer information and return or return information as defined by section 6103(b) of the Internal Revenue Code. This confidential tax information shall not be divulged or made known in any manner to any person except as may be necessary in the performance of this contract. Inspection by or disclosure to anyone other than an officer or employee of the Vendor shall require prior written approval of the Internal Revenue

Service. Requests to make such inspections or disclosures should be addressed to the IRS Contracting Officer

- All confidential tax information shall be accounted for upon receipt and properly stored before, during, and after processing. In addition, all related output shall be given the same level of protection as required for the source material.
- The Vendor certifies that the data processed during the performance of this contract shall be completely purged from all data storage components of his/her computer facility, and no output will be retained by the Vendor at the time the IRS work is completed. If immediate purging of all data storage components is not possible, the Vendor certifies that any IRS data remaining in any storage component will be safeguarded to prevent unauthorized inspections or disclosures.
- Any spoilage or any intermediate hard copy printout, which may result during the processing of IRS data, shall be given to the IRS Contracting Officer or his/her designee. When this is not possible, the Vendor will be responsible for the destruction of the spoilage or any intermediate hard copy printouts, and shall provide the IRS Contracting Officer or his/her designee with a statement containing the date of destruction, description of material destroyed, and the method used.

Subvendors - No work involving information furnished under this contract will be subcontracted without the specific written approval of the IRS Contracting Officer. Subvendors are held to the same level of confidentiality and privacy requirements inclusive of special contract requirements as is the Vendor.

Controlled Access Protections - All computer systems processing, storing and transmitting tax data must meet or exceed controlled access protections (CAP) wherein the operating security features of the system has the following minimum requirements: an approved security policy, accountability, assurance and documentation. All security features must be available (object reuse, audit trails, identification/authentication and discretionary access control) and activated to protect against unauthorized access, use, disclosure, disruption, modification, or destruction of federal tax information. All computer systems are required to be compliant with the Federal Information Security Management Act of 2002 (FISMA) pursuant to Section 3544(a)(1)(A)(ii). In this regard, NIST standards and guidance must be implemented and adhered to by the Vendor.

Unauthorized Inspection/Disclosure - Should a Vendor or one of his/her officer(s) or employees make any unauthorized inspection(s) or disclosure(s) of confidential tax information, the terms of the default clause (FAR 52.249-8), incorporated herein by reference, may be invoked, and the Vendor will be considered to be in breach of this contract.

Disclosure of Information

IRSAP 1052.224-9000(d) DISCLOSURE OF "OFFICIAL USE ONLY" INFORMATION SAFEGUARDS (JAN 1998)

Any Treasury Department information made available or to which access is provided, and which is marked or should be marked "Official Use Only", shall be used only for the purpose of carrying out the provisions of this contract and shall not be divulged or made known in any manner to any person except as may be necessary in the performance of the contract.

Disclosure to anyone other than an officer or employee of the Vendor shall require prior written approval of the IRS. Requests to make such disclosure should be addressed to the IRS Contracting Officer.

IRSAP 1052.224-9001(a) DISCLOSURE OF INFORMATION--CRIMINAL/CIVIL SANCTIONS (JAN 1998)

- (1) Each officer or employee of any Vendor to whom tax returns or return information is or may be disclosed shall be notified in writing by the Vendor that returns or return information disclosed to such officer or employee can be used only for a purpose and to the extent authorized herein, and that further disclosure of any such returns or return information for a purpose or to an extent unauthorized herein constitutes a felony punishable upon conviction by a fine of as much as \$5,000 or imprisonment for as long as five years, or both, together with the costs of prosecution. Such person shall also notify each such officer and employee that any such unauthorized future disclosure of returns or return information may also result in an award of civil damages against the officer or employee in an amount not less than \$1,000 with respect to each instance of unauthorized disclosure, plus in the case of willful disclosure or a disclosure which is the result of gross negligence, punitive damages, plus the cost of the action. These penalties are prescribed by IRC Section 7213 and 7431 and set forth at 26 CFR 301.6103(n)-1.
- (2) Each officer or employee of any person (Vendor or subvendor) to whom returns or return information is or may be disclosed shall be notified in writing by such person that any return or return information made available in any format shall be used only for the purpose of carrying out the provisions of this contract and that inspection of any such returns or return information for a purpose or to an extent not authorized herein constitutes a criminal misdemeanor punishable upon conviction by a fine of as much as \$1,000 or imprisonment for as long as 1 year, or both, together with the costs of prosecution. Such person (Vendor or subvendor) shall also notify each such officer and employee that any such unauthorized inspection of returns or return information may also result in an award of civil damages against the officer or employee in an amount equal to the sum of the greater of \$1,000 for each act of unauthorized inspection with respect to which such defendant is found liable or the sum of the actual damages sustained by the plaintiff as a result of such unauthorized inspection plus in the case of a willful inspection or an inspection which is the result of gross negligence, punitive damages, plus the costs of the action. The penalties are prescribed by IRC Sections 7213A and 7431.
- (3) Additionally, it is incumbent upon the Vendor to inform its officers and employees of the penalties for unauthorized disclosure imposed by the Privacy Act of 1974, 5 USC 552a. Specifically, 5 USC 552a(i)(1), which is made applicable to Vendors by 5 USC 552a(m)(1), provides that any officer or employee of a Vendor, who by virtue of his/her employment or official position, has possession of or access to agency records which contain individually identifiable information, the disclosure of which is prohibited by the Privacy Act or regulations established hereunder, and who knowing that disclosure of the specific material is so prohibited, willfully discloses the material in any manner to

any person or agency not entitled to receive it, shall be guilty of a misdemeanor and fined not more than \$5,000.

IRSAP 1052.224-9001(b) DISCLOSURE OF INFORMATION—OFFICIAL USE ONLY (JAN 1998)

Each officer or employee of the Vendor to whom “Official Use Only” information may be made available or disclosed shall be notified in writing by the Vendor that “Official Use Only” information disclosed to such officer or employee can be used only for a purpose and to the extent authorized herein, and that further disclosure of any such “Official Use Only” information, by any means, for a purpose or to an extent unauthorized herein, may subject the offender to criminal sanctions imposed by 18 USC Sections 641 and 3571. Section 641 of 18 USC provides, in pertinent part, that whoever knowingly converts to his use or the use of another, or without authority sells, conveys, or disposes of any record of the United States or whoever receives the same with the intent to convert it to his use or gain, knowing it has been converted, shall be guilty of a crime punishable by a fine or imprisoned up to ten years or both.

IRSAP 1052.224-9002 DISCLOSURE OF INFORMATION – INSPECTION (JAN 1998)

The Internal Revenue Service shall have the right to send its officers and employees into the offices and plants of the Vendor for inspection of the facilities and operations provided for the performance of any work under this contract. On the basis of such inspection, the Contracting Officer may require specific measures in cases where the Vendor is found to be noncompliant with contract confidentiality and privacy safeguard requirements.

Information Security / Federal Information Security Management Act (FISMA)

Pursuant to the Federal Information Security Management Act (FISMA), Title III of the E-Government Act of 2002, P.L. 107-347, the vendor shall provide minimum security controls required to protect Federal information and information systems. The term ‘information security’ means protecting information and information systems from unauthorized access, use, disclosure, disruption, modification, or destruction in order to provide confidentiality, integrity and availability.

The vendor shall provide information security protections commensurate with the risk and magnitude of the harm resulting from the unauthorized access, use, disclosure, disruption, modification, or destruction of information collected or maintained by or on behalf of the agency; or information systems used or operated by an agency or by a vendor or subvendor of an agency. This applies to individuals and organizations having contractual arrangements with the IRS, including employees, vendors, vendors, and outsourcing providers, which use or operate information technology systems containing IRS data.

Treasury / IRS Policies for Information Technology (IT) Security

The vendor shall comply with Department of Treasury Security Manual TDP 15-71, and Internal Revenue Manual 10.8.1 Information Technology Security Policy and Guidance. The vendor shall comply with IRS Internal Revenue Manuals (IRM), Law Enforcement Manuals

(LEM) and successor documents when developing or administering IRS information and information systems.

The vendor shall comply with the Taxpayer Browsing Protection Act of 1997 - Unauthorized Access (UNAX), the Act amends the Internal Revenue Code 6103 of 1986 to prevent the unauthorized inspection of taxpayer returns or tax return information.

Certification and Accreditation Process – Vendors systems that collect, maintain, contain or use agency information or an information system on behalf of the agency (a General Support System (GSS), Major or Minor Application with a FIPS 199 security categorization) must ensure annual reviews and continued security certification and accreditation. Some of the key elements of this process are risk assessments, security plans, security control testing, a Privacy Impact Assessment (PIA), contingency planning, and technical system certification and business owner system accreditation. All systems that complete this process will, at a minimum, meet NIST guidance, as required by the IRS.

Vendor System Review/Site Visit – The vendor shall be subject to at the option/discretion of the agency, to periodically test, (but no less than annually) and evaluate the effectiveness of information security controls and techniques. The assessment of information security controls may be performed by an agency independent auditor, security team or Inspector General, and shall include testing of management, operational, and technical controls, as indicated by the security plan, of every information system that maintain, collect, operate or use federal information on behalf of the agency. The agency and vendor shall document and maintain a remedial action plan, also known as a Plan of Action and Milestones (POA&M) to address any deficiencies identified during the test and evaluation. The vendor must cost-effectively reduce information security risks to an acceptable level within the scope, terms and conditions of the contract.

Information Security Awareness and Training – The vendor shall comply with IRS mandatory annual Computer Security Awareness briefings, UNAX briefings and receive an initial orientation before access to IRS Information Systems. Perform HSPD-12 Personal Identify Verification, physical and personnel security screening / background investigation for approval of a vendor badge for staff like access; then obtain 5081 approval to IRS information systems. All vendors and subvendor employees who are involved with the management, use, programming or maintenance of IRS information systems must complete the IRS mandatory Computer Security briefing.

Cybersecurity oversees a series of security awareness training sessions; in particularly the Unauthorized Access (UNAX) training and Computer Security Awareness training, which is conducted annually and mandatory for all IRS employees and vendors. FISMA requires continuous security awareness training to inform personnel, including vendors, other users, and individuals with significant IT Security responsibilities that support the operations and assets of the agency to receive specific training on agency guidance, policies and procedures to reduce information security risks.

All vendors and subvendor employees who could have access to return information must complete the mandatory UNAX briefing. Vendors shall certify the completion of training by their employees annually. The certification shall be submitted to the contracting officer, with a copy to the COTR and Mission Assurance Security Services Awareness and Training Team.

Office of the President Management and Budget (OMB) Policies for Security of Federal Automated Information Resources – The vendor shall comply with OMB Circular No. A-130 Security of Federal Automated Information Resources Appendix III. The vendor shall comply with the guidance in OMB Circular policy M-06-16 Protection of Sensitive Agency Information to implement protections for personally identifiable information being transported and/or stored offsite. In those instances where personally identifiable information is transported to a remote site of the vendor, the vendor shall implement NIST Special Publication 800-53 security controls and IRS specific security procedures to ensure that information is transported in encrypted form. The vendor shall comply with OMB Circular Policy M-06-15, Safeguarding Personally Identifiable Information (PII), and Policy M-06-19 Reporting Incidents Involving Personally Identifiable Information.

Safeguarding / Protecting Sensitive Personally Identifiable Information (PII) – Sensitive PII is defined by OMB as “any information about an individual maintained by an agency, including, but not limited to, education, financial transactions, medical history, and criminal or employment history and information which can be used to distinguish or trace an individual's identity, such as their name, social security number, date and place of birth, mother's maiden name, biometric records, etc., including any other personal information which is linked or linkable to an individual.” Information systems can be either electronic or manual. IRM 10.8.1 require IRS' sensitive information is to be handled and protected at the vendor's site, including any information stored, processed, or transmitted using the vendor's computer systems. Vendor personnel shall perform a background investigation and/or clearances required; receive security awareness and training required for vendor activities or facilities; and any facility physical security requirements.

Most IRS information is categorized as SBU. This includes:

- a.) taxpayer information,
- b.) employee data - such as evaluations,
- c.) personnel and payroll records,
- d.) financial and statistical information on agency operations not normally available for public disclosure, and
- e.) vendor / vendor proprietary information provided to the government by third parties.

Various laws and regulations have addressed the need to protect sensitive information held by government agencies including the Federal Information Security Management Act (FISMA), the E-Government Act of 2002, the Privacy Act of 1974, and OMB Circular A-130, Management of Federal Information Resources. FISMA requires agencies to have a security program and controls for systems to protect their sensitive information. Therefore, the vendor shall comply with OMB policies and Treasury / IRS specific policies, procedures or guidance to protect sensitive information, such as the following guidance from OMB Policy M-06-16:

1. Encrypt all data on mobile computers/devices which carry agency data unless the data is determined to be non-sensitive, in writing, by your Deputy Secretary or an individual he/she may designate in writing;
2. Allow remote access only with two-factor authentication where one of the factors is provided by a device separate from the computer gaining agency access;
3. Use a "time-out" function for remote access and mobile devices requiring user reauthentication after 30 minutes inactivity; and
4. Log all computer-readable data extracts from databases holding sensitive information and verify each extract including sensitive data has been erased within 90 days or its use is still required.

The National Institute of Standards and Technology (NIST) Guidance for Information Security – The vendor shall follow Information Security guidance established by the National Institute of Standards and Technology (NIST). The vendor shall establish the minimum security controls identified in NIST Special Publication 800-53 Recommended Security Controls for Federal Information, NIST 800-53A Guide for Assessing the Security Controls in Federal Information Systems, and FIPS 200 Minimum Security Requirements for Federal Information and Information Systems. The vendor shall follow the best practices and guidance established by NIST special publication 800 Series and Federal Information Processing Standards (FIPS) for computer security. The IRS may determine such applicable Information Technology (IT) Security standards and policies.

Handling Information Security Incidents – The IRS Computer Security Incident Response Capability (CSIRC) defines a security incident as: "any adverse event whereby some aspect of computer security could be threatened. Adverse events may include the loss of data confidentiality, disruption of data or system integrity, disruption or denial of availability, loss of accountability, or damage to any part of the system." User Compromise, Disclosure of Taxpayer/Sensitive Data, Malicious Code (successful or unsuccessful), Denial of Service (DoS) (successful or unsuccessful), Website Defacement, Identity Theft, Misuse of Resources or Policy Violation, Loss or Theft of IT Equipment, IRM/LEM Non- Compliance, Unauthorized Access Attempt, Probe/Scan, and any other security incident that may threaten or damage any IRS or federal agency information or information system(s).

The vendor shall maintain procedures for detecting, reporting, and responding to security incidents, and mitigating risks associated with such incidents before substantial damage is done to federal information or information systems. The vendor shall immediately report all computer security incidents that involve IRS information systems to the IRS Computer Security Incident Response Center (CSIRC) using the contact information indicated below. Any theft or loss of IT equipment with federal information / data must be reported within one hour of the incident to CSIRC. Those incidents involving the loss or theft of sensitive but unclassified (SBU) data (i.e. taxpayer, PII) shall be reported to CSIRC, first-line manager, and Treasury Inspector General for Tax Administration (TIGTA). Based on the computer security incident type, CSIRC may further notify the Treasury Computer Security Incident Response Capability (TCSIRC) in accordance with TCSIRC procedures.

Section 508 Compliance – This contract is subject to Section 508 of the Rehabilitation Act of 1973. Contract clauses which describe Section 508 requirements can be found in Section III, Paragraphs 17.0 and 18.0. Information about how Section 508 will be evaluated can be found in Section III, Paragraph 2.0. The 508 Test Plan template is included as Attachment 4 to this RFP.

Survey of Public – The Paperwork Reduction Act of 1980 (Pub. L. 96-511) imposes a requirement on Federal agencies to obtain approval from the Office of Management and Budget (OMB) before collecting information from more than 10 members of the public. If the activities proposed by the vendor require such collection, preparation of an OMB Package containing the information detailed in Attachment 3 is required.

Kickoff Meeting – Within five (5) business days of award, the vendor shall meet with IRS representatives at a mutually agreed upon location in the Washington DC area or via teleconference. The kick off meeting will include a discussion and adjustments, as required, to the vendor's plan of execution submitted with its proposal. The vendor shall provide minutes of the kickoff meeting to the government five business days after the conclusion of the meeting.

Vendor Background Investigation – All vendor employees assigned to the contract are subject to a background investigation as detailed in Attachment 2.

Performance Measurement – The proposed program shall contain a metrics and/or a proposed method for measuring vendor performance. The Performance Measurement Program should, at a minimum, address efficient, effective service delivery and IT functionality.

Post-Implementation Evaluation – The Vendor will evaluate implementation within 6-months of commencement, and annually thereafter for the entire program. Evaluation to include a summary of National and International implementation activities, key successes, barriers encountered, and recommended improvements and next steps.

No-Cost Basis – The vendor assumes the responsibility for the RPR Program on a no-cost basis to the government. The vendor will not be reimbursed by the federal government for fees, costs, or any other charge or expense. The vendor is expected to cover its cost and any profit by charging reasonable registration and renewal fees.

Remittance of Government User Fee – The government is required to recoup all costs associated with the administration of the RPR Program in a user fee. The vendor shall collect this fee from the applicants and remit to the IRS daily through Pay.gov the previous day's collections of user fees. The user fee payment must reconcile to vendors collection records by date. User fee revenue is subject to audit by the IRS, Government Accountability Office (GAO) and the Treasury Inspector General for Tax Administration (TIGTA). Sufficient records must be maintained for a minimum of 18 months and provided quarterly to the IRS to provide audit support for user fees remitted to IRS. The government user fee may increase during the term of the contract. The vendor will be responsible for accurately informing preparers of the portion of the total cost that is devoted to the government user fee.

Attachment 1 - Minimal Data Capture Requirements at Registration

Note: Wording associated with field descriptions may be changed, some fields must be completed, others are optional.

- SSN
- Name (first and last, Middle Name/Initial)
- Permanent Mailing Address (domestic and foreign)
- Date of Birth
- Telephone Number (personal-domestic and foreign)
- Email Address
- DBA
- Business Address
- Business Telephone Number
- Email Website
- EIN
- CAF Number
- EFIN
- Existing PTIN
- Professional Certifications (provide a sort, ascending Certification drop down list)
- State Registrations (provide a sorted, License to Practice State drop down list)
 - If yes, license number
- If convicted of a felony in the past 10 years
- If current on both individual and business federal taxes

ATTACHMENT 2 - BACKGROUND INVESTIGATION REQUIREMENTS

I. Vendor's Background Investigation Requirements –

- a. All employees of the vendor assigned to the contract are subject to a background investigation in accordance with Internal Revenue Manual (IRM) 1.23.2 "Vendor Investigations," see www.irs.gov/irm/part1/ch15s02.html. Vendor employees are required to complete forms furnished by the IRS for investigation purposes. Some forms are in electronic format. Vendor employees will also require fingerprints on the Applicant fingerprint form FD 258 ONLY furnished by the IRS. Fingerprints may be taken at local law enforcement agencies such as police stations, sheriff and highway patrol offices. The vendor employee will be responsible for all charges or costs incurred to obtain fingerprint cards if taken outside of an IRS office. The IRS is responsible for all other costs incurred for the investigations conducted by NBIC.
- b. Vendor employee access to IRS sites or information relative to the contract is contingent upon a favorable, moderate risk National Agency Check with Law and Credit investigation. The investigation when conducted will include a check of credit, FBI fingerprints and criminal history records, and tax compliance. A check will also be made with local law enforcement agencies, the Office of Personnel Management, and the Department of Defense. All vendor employees assigned to the contract must be U.S. citizens or lawful permanent U.S. residents.
- c. All completed forms shall be submitted to the COTR. The COTR will forward all completed forms to NBIC for processing. NBIC will complete Interim access determinations upon receipt of completed investigation paperwork. Turnaround for an interim approval is approximately 5 to 7 days of NBIC receipt of forms package.

An employee may commence work immediately upon receipt of an interim approval. An individual denied an interim approval is not authorized to work on the contract pending the results of the complete background investigations. Complete background investigations average 75 days turnaround. Additional details concerning vendor background investigations can be found at same site in II.a above.

NOTE: Specific transmittal processes between the parties will be developed post award for both of the above-described investigations.

ATTACHMENT THREE -- OMB PACKAGE REQUIREMENTS

Listed below is the information that must be included in the clearance materials sent to OMB:

Background

- Describe what led up to the need for this data collection effort

Methodology

- Identify/describe the population from whom the data will be collected
- Identify/describe the sample and how it will be selected
- Identify who will collect the data
- Describe how the data will be collected
- When will the data collection begin and end

Evaluation

- Who will evaluate the data
- What statistical analyses (if any) will be employed
- What will be done with the results (i.e., how do you plan to use the data)

Data Collection Instruments

- For surveys: attach a copy of the proposed questionnaire
- For focus group interviews: attach a copy of the "screening instrument" and a copy of the "moderator's guide"

Tallies and other Information required within 60-days after the data collection is complete
(Note: this information must be sent to Ross Saberlin, M:O, Office of Program Evaluation and Risk Analysis, Internal Revenue Service, 1111 Constitution Ave., NW, Washington, DC 20224:

- Findings: provide a "brief" summary of significant (important) findings that were evidenced in the results
- Actions Taken or Lessons Learned: provide a "brief" summary of any actions taken or lessons learned as a result of the findings
 - Taxpayer Participation:
 - a. For Surveys:
 1. Number of requests for taxpayer participation
 2. Number of questionnaires returned or interviews completed
 - b. For Focus Groups:
 1. Number who received screener questionnaire
 2. Number who were invited to participate in the focus group

interviews

3. Number who actually participated in the focus group interviews
 - Date the Data Collection Began
 - Date the Data Collection Ended
 - Estimated Cost--Including:
4. all vendor costs
5. any IRS costs for travel, printing, postage, and overtime payments (but not regular salary payments)

SECTION II – CONTRACT LINE ITEM PRICES

SUPPLIES OR SERVICES AND PRICES/COSTS

1.0 Pricing

The vendor assumes the responsibility for the RPR Program on a no-cost basis to the government. The vendor will not be reimbursed by the federal government for fees, costs, or any other charge or expense. The vendor is expected to cover its cost and any profit by charging reasonable registration and renewal fees.

2.0 Pricing Table

The contractor shall provide a proposed registration and renewal fee for the base period and for each option period. The total amount charged to the registered tax preparer shall be the registration and renewal fee plus the government user fee. The exact amount of the user fee will be established at the time of award of this contract, and may change throughout the life of the contract.

The contractor shall complete the following table to facilitate evaluation of proposed fees.

Base Period: May 1, 2010 through April 30, 2011.	Fee Charged (not inclusive of government user fee)
Registration Fee	\$ _____
Renewal Fee	\$ _____
Option Period 1: May 1, 2011 through April 30, 2012	Fee Charged (not inclusive of government user fee)
Registration Fee	\$ _____
Renewal Fee	\$ _____
Option Period 2: May 1, 2012 through April 30, 2013	Fee Charged (not inclusive of government user fee)
Registration Fee	\$ _____
Renewal Fee	\$ _____
Option Period 3: May 1, 2013 through April 30, 2014	Fee Charged (not inclusive of government user fee)
Registration Fee	\$ _____
Renewal Fee	\$ _____
Option Period 4: May 1, 2014 through April 30, 2015	Fee Charged (not inclusive of government user fee)
Registration Fee	\$ _____
Renewal Fee	\$ _____

SECTION III – CONTRACT CLAUSES

1.0 FAR 52.212-1 -- INSTRUCTIONS TO OFFERORS -- COMMERCIAL ITEMS

The Federal Acquisition Regulation (FAR) contract clause 52.212-1 (JUNE 2008) is hereby incorporated by reference.

2.0 FAR 52.212-2 -- EVALUATION -- COMMERCIAL ITEMS (JAN 1999)

- (a) The offeror's solution must be 100% compliant with Section 508 of the Rehabilitation Act in order to be eligible for award under this solicitation. Proposals will be evaluated on a pass/fail basis for Section 508 conformance. Section 508 Compliance will be evaluated based upon the offeror's completed 508 Test Plan(s), a template of which is included as Attachment 4 to this RFP.
- (a) The Internal Revenue Service will award a contract resulting from this solicitation to the responsible offeror whose offer conforming to the solicitation will be most advantageous to the Government, price and other factors considered.

The Internal Revenue Service will consider the non-price related factors technical expertise, offeror profile and key personnel experience, and past performance. These non-price factors, when combined, are significantly more important than price. Award will be made to the offeror whose proposal provides the best value to the Internal Revenue Service, non-price and price factors considered. The non-price related factors and price are listed below in relevant order of importance:

- (1) Technical Expertise
- (2) Offeror Profile and Key Personnel Experience
- (3) Past Performance
- (4) Price

Additional information regarding how proposals will be evaluated can be found in Section IV of this RFP.

- (b) Options. The Government will evaluate offers for award purposes by adding the registration and renewal fee for the base year to the registration and renewal fee for each option year. The Government may determine that an offer is unacceptable if the option prices are significantly unbalanced. Evaluation of options shall not obligate the Government to exercise the option(s).
- (c) A written notice of award or acceptance of an offer, mailed or otherwise furnished to the successful offeror within the time for acceptance specified in the offer, shall result in a binding contract without further action by either party. Before the offer's specified expiration time, the Government may accept an offer (or part of an offer), whether or not there are negotiations after its receipt, unless a written notice of withdrawal is received before award.

3.0 ADDENDUM TO FAR 52.212-1 -- INSTRUCTIONS TO OFFERORS -- COMMERCIAL ITEMS

Instructions for submission of proposals in response to this RFP are located in Section IV of this RFP. Information on the evaluation criteria to be used in determining best value can be found in Section III, Paragraph 2.0, "FAR 52.212-2 -- Evaluation -- Commercial Items." The following additional information is provided to provide offerors with further understanding of the evaluation criteria that will be utilized.

3.1 Factor One -- Technical Expertise/Approach

The offeror's overall technical approach described in the offeror's proposal should demonstrate the offeror's understanding of the contemplated effort, describe how the offeror possesses the overall capabilities, resources, and capacity to successfully perform and implement its technical approach, and describe the manner in which the offeror's management approach and procedures for managing and controlling the performance of the tasks and providing quality control are sufficient to ensure the following (each bold item is equal in importance):

Registration/Renewal Application Processing

- At a minimum, all functional requirements outlined in the RFP are addressed.
- Continuity in process flow addressing key tasks.
- Well developed data management plan, including a variety of report capabilities.

Service Delivery

- Presents a comprehensive service delivery proposal utilizing multiple service delivery channels.
- Well developed service delivery support systems such as training, management, etc. are in place.
- Establishes a comprehensive process for updating and clarifying information.
- Demonstrated ability to develop application interface with government and public sector applications

Quality Assurance

- Comprehensive approach to ensuring that quality and responsiveness.
- Established goals demonstrate commitment to quality and responsiveness.
- Comprehensive plan for evaluating and addressing performance issues.
- Plan outlined to address customer satisfaction and usability.

Security Provisions

- Describes the process by which an applicant's registration is initiated (e.g. through passwords)
- Conforms to a wide-range of requirements that include FISMA, C&A, and Treasury/IRS security policies as follows:

FISMA:

Describes how they will meet minimum security controls required to protect Federal Information and information systems from unauthorized access, use, disclosure, disruption, modification, or destruction while providing confidentiality, integrity, and availability.

Certification & Accreditation Process:

Describes how they will ensure annual reviews and continued security certification and accreditation that includes risk assessments, security plans, security control testing, a Privacy Impact Assessment (PIA), contingency planning, and technical system certification and business owner system accreditation, and meet NIST guidance.

Vendor System Review:

Describes how they will (and how often) evaluate, document, and maintain a remedial action plan that outlines the effectiveness of information security controls and techniques and addresses any deficiencies identified during an evaluation.

Security/Safeguard/Protection of Personally Identifiable Information (PII):

Describes how they will handle and safeguard personally identifiable information (PII) whether stored at the vendor's site, processed, and/or transmitted using the contractor's computer systems.

- Encrypt all data on mobile computers/devices which carry agency data unless the data is determined to be non-sensitive, in writing, by a Deputy Secretary or an individual designated in writing
- Allow remote access only with two-factor authentication where one of the factors is provided by a device separate from the computer gaining agency access
- Use a timeout function for remote access and mobile devices requiring user reauthentication after 30 minutes inactivity
- Log all computer-readable data extracts from databases holding sensitive information and verifying each extract including sensitive data has been erased within 90 days or its use is still required

Handling Information Security Incidents:

Describes how they will develop and maintain procedures for detecting, reporting, and responding to security incidents, and mitigating risks associated with such incidents before substantial damage is done to federal information or information systems, including procedures for handling crisis occurrences such as power outages, item pool compromise, and other such occurrences

Qualification of Contractor Personnel:

- Demonstrates needed technical and project management expertise to successfully carry out the scope of work proposed
- Provides information concerning who will work on the project from their staff, including educational background and work experience

- Describes the qualifications of such personnel in a sufficient manner
- Supplies above information for potential subcontractor staff members (if applicable)
- Sufficiently details the services/products of both parties (if a partnership is needed)
- Indicates the time each staff member will spend on the project

Managerial and Administrative Considerations:

- Submits a timeline detailing the specific dates for completion of each project phase and the delivery dates form interim and final products
- Submits a realistic timeline for carrying out the project
- Provides an effective quality assurance plan
- Provides a high-value product given the services/products described and the cost estimates provided by the vendor
- Proposes high quality for reasonable, market value prices
- Provides a plan to transmit required data in electronic format
- Provides a plan to create and submit a database including as required data and formatted to provide required reports

3.2 Factor Two -- Offeror Profile and Key Personnel Experience

The Government will evaluate each offeror's company profile, offeror, subcontractor and key personnel experience on the basis of its breadth, depth and relevance to the work that will be required under the prospective contract, based on the experience information provided by the offeror. The Government may evaluate the experience of the offeror's proposed key subcontractors in the same manner as the prime contractor to the extent warranted.

3.3 Factor Three -- Past Performance

Past performance information is one indicator of an offeror's ability to perform the contract to be awarded pursuant to this solicitation successfully. The Internal Revenue Service will evaluate the currency and relevance of the offeror's past performance information, source of the information, context of the data, and general trends in the contractor's performance to the extent that such trends are evident in the data provided. Each offeror shall provide 3 to 5 references (including point of contact, telephone number, address, contract number and subject matter, period of performance and dollar value), regarding contracts of similar size and complexity, that could address the contract performance. The Government may contact some or all clients of each offeror, subcontractor and key personnel (referenced in the offeror) to ask to what degree, among other things:

- The offeror delivered quality service in a timely manner;
- The offeror's performance conformed to the terms and conditions of its contract;
- The offeror was committed to customer satisfaction;
- The offeror provides prior projects of similar nature to the current project, identifying the name of the entity for which the work was conducted, a contract number (if applicable) and the date of performance;
- The offeror identifies the breadth, depth of past and present experiences;

- The offeror provides the above information for potential subcontractors (if applicable);
- The offeror demonstrates prior experience in the research, development and utilization of selection instruments, which are valid predictors of performance;
- The offeror demonstrates experience in test administration and scoring, data collection, processing and statistical analysis;
- The offeror demonstrates adherence to general and specific security requirements in Federal or equivalent environment

The Government may use information obtained from the Past Performance Information Retrieval System (PPIRS) database, if any, and may utilize information from sources other than those provided by the contractor. The Government may evaluate the past performance of the offeror's proposed key subcontractors in the same manner as the prime contractor to the extent warranted. The offeror will be given an opportunity to comment on third party past performance information, which it has not seen.

In the case of an offeror, subcontractor or key personnel without a record of relevant past performance or for whom information on past performance is not available, the offeror will be evaluated neither favorably nor unfavorably on past performance. In such a case, the Government may assign the contractor a rating of "neutral" and consider this along with the offeror's other evaluation rating in determining relative capability of offeror.

3.4 Factor Four -- Price

The contractor shall provide a proposed registration and renewal fee for the base period and for each option period in the pricing table in Section II of the RFP. The government user fee will not be included in the proposed registration and renewal fee because this information will not be available until issuance of the resulting contract. The information provided shall be used to establish a total evaluated price for each offeror.

The total evaluated price shall consist of one registration fee and one renewal fee for the base period, plus one registration and one renewal fee for each of the 4 option periods.

4.0 FAR 52.252-2 CLAUSES INCORPORATED BY REFERENCE (FEB 1998)

This contract incorporates one or more clauses by reference, with the same force and effect as if they were given in full text. Upon request, the Contracting Officer will make their full text available. Also, the full text of a clause may be accessed electronically at this address: <http://www.arnet.gov/far>.

FEDERAL ACQUISITION REGULATION (48 CFR CHAPTER 1) CLAUSES

NUMBER	TITLE	DATE
52.202-1	DEFINITIONS	JUL 2004
52.203-3	GRATUITIES	APR 1984

52.203-11	CERTIFICATION AND DISCLOSURE REGARDING PAYMENTS TO INFLUENCE CERTAIN FEDERAL TRANSACTIONS	SEPT 2007
52.203-12	LIMITATION ON PAYMENTS TO INFLUENCE CERTAIN FEDERAL TRANSACTIONS	SEPT 2007
52.203-13	CONTRACTOR CODE OF BUSINESS ETHICS AND CONDUCT	DEC 2008
52.204-4	PRINTING/COPYING DOUBLE-SIDED ON RECYCLED PAPER	AUG 2000
52.204-7	CENTRAL CONTRACTOR REGISTRATION	APR 2008
52.204-9	PERSONAL IDENTITY VERIFICATION OF CONTRACTOR PERSONNEL	SEPT 2007
52.209-5	CERTIFICATION REGARDING RESPONSIBILITY MATTERS	DEC 2008
52.209-6	PROTECTING THE GOVERNMENT'S INTEREST WHEN SUBCONTRACTING WITH CONTRACTORS DEBARRED, SUSPENDED, OR PROPOSED FOR DEBARMENT	SEPT 2006
52.212-3	OFFERORS REPRESENTATIONS AND CERTIFICATIONS -- COMMERCIAL ITEMS	FEB 2009
52.212-4	CONTRACT TERMS AND CONDITIONS -- COMMERCIAL ITEMS	MAR 2009
52.217-5	EVALUATION OF OPTIONS	JUL 1990
52.227-14	RIGHTS IN DATA -- GENERAL	DEC 2007
52.237-1	SITE VISIT	APR 1984

5.0 FAR 52.212-5 - CONTRACT TERMS AND CONDITIONS REQUIRED TO IMPLEMENT STATUTES OR EXECUTIVE ORDERS--COMMERCIAL ITEMS (JUN 2009)

a) The Contractor shall comply with the following Federal Acquisition Regulation (FAR) clauses, which are incorporated in this contract by reference, to implement provisions of law or Executive orders applicable to acquisitions of commercial items:

(1) 52.233-3, Protest After Award (AUG 1996) (31 U.S.C. 3553).

(2) 52.233-4, Applicable Law for Breach of Contract Claim (OCT 2004) (Pub. L. 108-77, 108-78).

(b) The Contractor shall comply with the FAR clauses in this paragraph (b) that the contracting officer has indicated as being incorporated in this contract by reference to implement provisions of law or Executive orders applicable to acquisitions of commercial items:

X (1) 52.203-6, Restrictions on Subcontractor Sales to the Government (Sept 2006), with Alternate I (Oct 1995)(41 U.S.C. 253g and 10 U.S.C. 2402).

- ___ (2) 52.219-3, Notice of Total HUBZone Set-Aside (Jan 1999)(15 U.S.C. 657a).
- ___ (3) 52.219-4, Notice of Price Evaluation Preference for HUBZone Small Business Concerns (Jul 2005) (if the offeror elects to waive the preference, it shall so indicate in its offer)(15 U.S.C. 657a).
- ___ (4) [Reserved]
- ___ (5) (i) 52.219-6, Notice of Total Small Business Aside (June 2003) (15 U.S.C. 644).
- ___ (ii) Alternate I (Oct 1995) of 52.219-6.
- ___ (iii) Alternate II (Mar 2004) of 52.219-6.
- ___ (6) (i) 52.219-7, Notice of Partial Small Business Set-Aside (June 2003)(15 U.S.C. 644).
- ___ (ii) Alternate I (Oct 1995) of 52.219-7.
- ___ (iii) Alternate II (Mar 2004) of 52.219-7.
- ___ (7) 52.219-8, Utilization of Small Business Concerns (May 2004) (15 U.S.C. 637(d)(2) and (3)).
- ___ (8) (i) 52.219-9, Small Business Subcontracting Plan (Sept 2007)(15 U.S.C. 637 (d)(4)).
- ___ (ii) Alternate I (Oct 2001) of 52.219-9.
- ___ (iii) Alternate II (Oct 2001) of 52.219-9.
- ___ (9) 52.219-14, Limitations on Subcontracting (Dec 1996)(15 U.S.C. 637(a)(14)).
- ___ (10) 52.219-16, Liquidated Damages-Subcontracting Plan (Jan 1999) (15 U.S.C. 637(d)(4)(F)(i)).
- ___ (11) (i) 52.219-23, Notice of Price Evaluation Adjustment for Small Disadvantaged Business Concerns (Sept 2005) (10 U.S.C. 2323) (if the offeror elects to waive the adjustment, it shall so indicate in its offer).
- ___ (ii) Alternate I (June 2003) of 52.219-23.
- ___ (12) 52.219-25, Small Disadvantaged Business Participation Program_Disadvantaged Status and Reporting (Oct 1999)(Pub. L. 103-355, section 7102, and 10 U.S.C. 2323).
- ___ (13) 52.219-26, Small Disadvantaged Business Participation Program_Incentive Subcontracting (Oct 2000)(Pub. L. 103-355, section 7102, and 10 U.S.C. 2323).

___ (14) 52.219-27, Notice of Total Service-Disabled Veteran-Owned Small Business Set-Aside (May 2004) (15 U.S.C. 657 f).

___ (15) 52.219-28, Post Award Small Business Program Rerepresentation (June 2007) (15 U.S.C. 632 (a)(2))

X (16) 52.222-3, Convict Labor (June 2003) (E.O. 11755)

X (17) 52.222-19, Child Labor_Cooperation with Authorities and Remedies (AUG 2007) (E.O. 13126).

X (18) 52.222-21, Prohibition of Segregated Facilities (Feb 1999).

X (19) 52.222-26, Equal Opportunity (Mar 2007)(E.O. 11246).

X (20) 52.222-35, Equal Opportunity for Special Disabled Veterans, Veterans of the Vietnam Era, and Other Eligible Veterans (Sept 2006)(38 U.S.C. 4212).

X (21) 52.222-36, Affirmative Action for Workers with Disabilities (Jun 1998)(29 U.S.C. 793).

X (22) 52.222-37, Employment Reports on Special Disabled Veterans, Veterans of the Vietnam Era, and Other Eligible Veterans (Sept 2006)(38 U.S.C. 4212).

___ (23) 52.222-39, Notification of Employee Rights Concerning Payment of Union Dues or Fees (Dec 2004) (E.O. 13201).

X (24)(i) 52.222-50, Combating Trafficking in Persons (AUG 2007) (Applies to all contracts).

___ (ii) Alternate I (AUG 2007) of 52.222-50.

___ (25) (i) 52.223-9, Estimate of Percentage of Recovered Material Content for EPA-Designated Products (Aug 2000)(42 U.S.C. 6962(c)(3)(A)(ii)).

___ (ii) Alternate I (Aug 2000) of 52.223-9 (42 U.S.C. 6962(i)(2)(C)).

___ (26) 52.223-15, Energy Efficiency in Energy-Consuming Products (Dec 2007) (42 U.S.C. 8259b).

___ (27)(i) 52.223-16, IEEE 1680 Standard for the Environmental Assessment of Personal Computer Products (Dec 2007) (E.O. 13423).

___ (ii) Alternate I (Dec 2007) of 52.223-16.

___(28) 52.225-1, Buy American Act_Supplies (June 2003) (41 U.S.C. 10a-10d).

___ (29)(i) 52.225-3, Buy American Act_Free Trade Agreements_Israeli Trade Act (Aug 2007) (41 U.S.C. 10a-10d, 19 U.S.C. 3301 note, 19 U.S.C. 2112 note, Pub. L 108-77, 108-78,

108-286, 109-53 and 109-169).

___ (ii) Alternate I (Jan 2004) of 52.225-3.

___ (iii) Alternate II (Jan 2004) of 52.225-3.

___(30) 52.225-5, Trade Agreements (Nov 2007) (19 U.S.C. 2501, et seq., 19 U.S.C. 3301 note).

___(31) 52.225-13, Restrictions on Certain Foreign Purchases (Feb 2006) (E.o.s, proclamations, and statutes administered by the Office of Foreign Assets Control of the Department of the Treasury).

___(32) 52.226-4, Notice of Disaster or Emergency Area Set-Aside (Nov 2007) (42 U.S.C. 5150).

___ (33) 52.226-5, Restrictions on Subcontracting Outside Disaster or Emergency Area (Nov 2007) (42 U.S.C. 5150).

___(34) 52.232-29, Terms for Financing of Purchases of Commercial Items (Feb 2002) (41 U.S.C. 255(f), 10 U.S.C. 2307(f)).

___ (35) 52.232-30, Installment Payments for Commercial Items (Oct 1995) (41 U.S.C. 255(f), 10 U.S.C. 2307(f)).

___(36) 52.232-33, Payment by Electronic Funds Transfer_Central Contractor Registration (Oct 2003) (31 U.S.C. 3332).

___(37) 52.232-34, Payment by Electronic Funds Transfer_Other than Central Contractor Registration (May 1999) (31 U.S.C. 3332).

___(38) 52.232-36, Payment by Third Party (May 1999) (31 U.S.C. 3332).

X (39) 52.239-1, Privacy or Security Safeguards (Aug 1996) (5 U.S.C. 552a).

___(40)(i) 52.247-64, Preference for Privately Owned U.S.-Flag Commercial Vessels (Feb 2006) (46 U.S.C. Appx. 1241(b) and 10 U.S.C. 2631).

___ (ii) Alternate I (Apr 2003) of 52.247-64.

(d) Comptroller General Examination of Record. The Contractor shall comply with the provisions of this paragraph (d) if this contract was awarded using other than sealed bid, is in excess of the simplified acquisition threshold, and does not contain the clause at 52.215-2, Audit and Records -- Negotiation.

(1) The Comptroller General of the United States, or an authorized representative of the Comptroller General, shall have access to and right to examine any of the Contractor's directly

pertinent records involving transactions related to this contract.

(2) The Contractor shall make available at its offices at all reasonable times the records, materials, and other evidence for examination, audit, or reproduction, until 3 years after final payment under this contract or for any shorter period specified in FAR Subpart 4.7, Contractor Records Retention, of the other clauses of this contract. If this contract is completely or partially terminated, the records relating to the work terminated shall be made available for 3 years after any resulting final termination settlement. Records relating to appeals under the disputes clause or to litigation or the settlement of claims arising under or relating to this contract shall be made available until such appeals, litigation, or claims are finally resolved.

(3) As used in this clause, records include books, documents, accounting procedures and practices, and other data, regardless of type and regardless of form. This does not require the Contractor to create or maintain any record that the Contractor does not maintain in the ordinary course of business or pursuant to a provision of law.

(e) (1) Notwithstanding the requirements of the clauses in paragraphs (a), (b), (c) and (d) of this clause, the Contractor is not required to flow down any FAR clause, other than those in paragraphs (i) through (vii) of this paragraph in a subcontract for commercial items. Unless otherwise indicated below, the extent of the flow down shall be as required by the clause--

(i) 52.219-8, Utilization of Small Business Concerns (May 2004)(15 U.S.C. 637(d)(2) and (3)), in all subcontracts that offer further subcontracting opportunities. If the subcontract (except subcontracts to small business concerns) exceeds \$550,000 (\$1,000,000 for construction of any public facility), the subcontractor must include 52.219-8 in lower tier subcontracts that offer subcontracting opportunities.

(ii) 52.222-26, Equal Opportunity (Mar 2007)(E.O. 11246).

(iii) 52.222-35, Equal Opportunity for Special Disabled Veterans, Veterans of the Vietnam Era, and Other Eligible Veterans (Sept 2006)(38 U.S.C. 4212).

(iv) 52.222-36, Affirmative Action for Workers with Disabilities (June 1998)(29 U.S.C. 793).

(v) 52.222-39, Notification of Employee rights Concerning Payment of Union Dues or Fees (Dec 2004) (E.O. 13201).

(vi) 52.222-41, Service Contract Act of 1965, as Amended (July 2005), flow down required for all subcontracts subject to the Service Contract Act of 1965 (41 U.S.C. 351, et seq.)

(vii) 52.222-50, Combating Trafficking in Persons (AUG 2007) (22 U.S.C. 7104(g)). Flow down required in accordance with paragraph (f) of FAR clause 52.222-50.

(viii) 52.247-64, Preference for Privately-Owned U.S. Flag Commercial Vessels (Feb 2006)(46 U.S.C. Appx 1241 and 10 U.S.C. 2631). Flow down required in accordance with paragraph (d) of FAR clause 52.247-64,

(2) While not required, the contractor may include in its subcontracts for commercial items a minimal number of additional clauses necessary to satisfy its contractual obligations.

6.0 FAR 52.216-1 (APR 1984) TYPE OF CONTRACT

The Government contemplates award of a no-cost contract resulting from this solicitation. The Government is not obligated to pay any fees, costs, or any other charge or expense in connection with this contract and/or contractor's performance. The contract is authorized to collect a fee from preparers that register and renew their registration to cover its costs and any profits by charging a reasonable registration and renewal fee. In consideration, the contractor will be the sole provider of the Internal Revenue Service Return Preparer Registration.

7.0 CONTRACT TERM

The term of this contract shall be one (1) year from the date of award. The contract shall include four, one (1) year options. The total possible performance period is five (5) years.

8.0 FAR 52.217-5 EVALUATION OF OPTIONS (JUL 1990)

Except when it is determined in accordance with FAR 17.206(b) not to be in the Government's best interests, the Government will evaluate offers for award purposes by adding the total price for all options to the total price for the basic requirement. Evaluation of options will not obligate the Government to exercise the option(s).

9.0 FAR 52.217-8 (NOV 1999) OPTION TO EXTEND SERVICES

The Government may require continued performance of any services within the limits and at the rates specified in the contract. These rates may be adjusted only as a result of revisions to prevailing labor rates provided by the Secretary of Labor. The option provision may be exercised more than once, but the total extension of performance hereunder shall not exceed 6 months. The Contracting Officer may exercise the option by written notice to the Contractor within 60 days of the expiration of the contract.

10.0 FAR 52.217-9 (MAR 2000) OPTION TO EXTEND THE TERM OF THE CONTRACT

- (a) The Government may extend the term of this contract by written notice to the Contractor within 60 days before the contract expires; provided that the Government gives the Contractor a preliminary written notice of its intent to extend at least 90 days before the contract expires. The preliminary notice does not commit the Government to an extension.
- (b) If the Government exercises this option, the extended contract shall be considered to include this option clause.
- (c) The total duration of this contract, including the exercise of any options under this clause, shall not exceed 5 years.

11.0 FAR 52.233-2 (SEPT 2006) SERVICE OF PROTEST

- (a) Protests, as defined in section 31.101 of the Federal Acquisition Regulation, that are filed directly with an agency, and copies of any protests that are filed with the Government Accountability Office (GAO), shall be served on the Contracting Officer (addressed as follows) by obtaining written and dated acknowledgment of receipt from:

Jeffrey M. Jackson
 Contracting Officer
 6009 Oxon Hill Road
 Suite 500, Mail Room, OS:A:P:B:B:B
 Oxon Hill, MD 20745

- (b) The copy of any protest shall be received in the office designated above within one day of filing a protest with the GAO.

12.0 FAR 52.224-1 (APR 1984) PRIVACY ACT NOTIFICATION

The Contractor will be required to design, develop, or operate a system of records on individuals, to accomplish an agency function subject to the Privacy Act of 1974, Public Law 93-579, as amended (5 U.S.C. 552a), and applicable agency regulations. Violation of the Act may involve the imposition of criminal penalties.

13.0 FAR 52.224-2 (APR 1984) PRIVACY ACT

- (a) The Contractor agrees to-
- (1) Comply with the Privacy Act of 1974 (the Act) and the agency rules and regulations issued under the Act in the design, development, or operation of any system of records on individuals to accomplish an agency function when the contract specifically identifies-
 - (i) The systems of records; and
 - (ii) The design, development, or operation work that the contractor is to perform;
 - (2) Include the Privacy Act notification contained in this contract in every solicitation and resulting subcontract and in every subcontract awarded without a solicitation, when the work statement in the proposed subcontract requires the redesign, development, or operation of a system of records on individuals that is subject to the Act; and
 - (3) Include this clause, including this paragraph (3), in all subcontracts awarded under this contract which requires the design, development, or operation of such a system of records.

- (b) In the event of violations of the Act, a civil action may be brought against the agency involved when the violation concerns the design, development, or operation of a system of records on individuals to accomplish an agency function, and criminal penalties may be imposed upon the officers or employees of the agency when the violation concerns the operation of a system of records on individuals to accomplish an agency function. For purposes of the Act, when the contract is for the operation of a system of records on individuals to accomplish an agency function, the Contractor is considered to be an employee of the agency.
- (c)(1) "Operation of a system of records," as used in this clause, means performance of any of the activities associated with maintaining the system of records, including the collection, use, and dissemination of records.
- (2) "Record," as used in this clause, means any item, collection, or grouping of information about an individual that is maintained by an agency, including, but not limited to, education, financial transactions, medical history, and criminal or employment history and that contains the person's name, or the identifying number, symbol, or other identifying particular assigned to the individual, such as a fingerprint or voiceprint or a photograph.
- (3) "System of records on individuals," as used in this clause, means a group of any records under the control of any agency from which information is retrieved by the name of the individual or by some identifying number, symbol, or other identifying particular assigned to the individual.

The Privacy Act of 1974, as amended, (5 USC 552a) systems of records that will be disclosed during this contract are:

Treasury/IRS 24.030 Customer Account Data Engine (CADE) Individual Master File (IMF)

14.0 IRSAP 1052.242-9000 POST AWARD EVALUATION OF CONTRACTOR PERFORMANCE (SEP 2006)

a. Contractor Performance Evaluations

Interim and final evaluations of contractor performance will be prepared on this contract in accordance with FAR Subpart 42.15. A final performance evaluation will be prepared at the time of completion of work. In addition to the final evaluation, interim evaluations will be prepared annually to coincide with the anniversary date of the contract.

Interim and final evaluations shall be available to the Contractor through the National Institutes of Health Contractor Performance System (CPS) as soon as practicable after completion of the evaluation. The Contractor will be permitted thirty days to review the document and to submit additional information or a rebutting statement. Any disagreement between the parties regarding an evaluation will be referred to an individual one level above the CO, whose decision shall be final.

Copies of the evaluations, Contractor responses, and review comments, if any, will be retained as part of the contract file, and may be used to support future award decisions.

b. Electronic Access to Contractor Performance Evaluations

Contractors must register with CPS in order to review and comment on agency prepared contractor interim and final evaluation reports. Contractors can do this by registering online at the CPS web site.

The registration process requires the contractor to identify an individual that will serve as a primary contact and who will be authorized access to the evaluation for review and comment. In addition, the Contractor will be required to identify an alternate contact who will be responsible for notifying the cognizant contracting official in the event the primary contact is unavailable to process the evaluation within the required 30-day time frame.

15.0 IRSAP 1052.203-9000 NEWS RELEASES AND ADVERTISEMENTS (Jun 2005)

The Contractor, or anyone acting on behalf of the Contractor, shall not refer to the equipment or services furnished pursuant to the provisions of this contract in any news release or commercial advertising, or in connection with any news release or commercial advertising, without first obtaining explicit written consent to do so from the Contracting Officer. Should any reference to such equipment or services appear in any news release or commercial advertising issued by or on behalf of the Contractor without the required consent, the Government shall consider institution of all remedies available under the provisions of 31 U.S.C. 333 and this contract. Further, a violation of this provision may be considered during the evaluation of past performance in future competitively negotiated acquisitions.

16.0 IRSAP 1052.204-9003 INFORMATION SECURITY TRAINING REQUIREMENTS (Mar 2008)

- (a) The Federal Information Security Management Act of 2002 (FISMA) requires each federal agency to provide periodic information security awareness training to all employees, including contractors, involved in the management, use, or operation of Federal information and information systems. In addition, IRS contractors and their employees are subject to the Taxpayer Browsing Protection Act of 1997, which prohibits willful unauthorized inspection of returns and return information. Violation of the Act could result in civil and criminal penalties.
- (b) Contractors and their employees who require staff-like access to IRS information or information systems at an IRS facility or a contractor-owned/managed facility shall complete IRS security awareness training annually, as specified in the contract.

NOTE: "IRS information" means Sensitive But Unclassified (SBU) information, which includes Federal tax returns or return information, Official Use Only (OUO) information, Personally Identifiable Information (PII) and Privacy Act information.

- (c) The specified training shall be completed within 30 days of award. Annually thereafter, contractor employees shall complete the briefing during the 2nd Quarter and up to April 30, of the fiscal year. Contractor employees assigned to a contract during the period of performance shall complete the required training within 30 days of their start work date.
- (d) Contractors shall verify in writing within 30 days of award, and by May 12, of each year thereafter, that all of their affected employees have successfully completed the specified training. Verification reports shall be signed by an official with the legal authority to bind the Contractor.
- (e) The IRS will provide access to the training material. Electronic copies of the Information Protection Briefing and Awareness Briefing Certification Form are available on MITS Cybersecurity website, <http://mass.web.irs.gov/ITSec/ContractorSecurityTraining.asp>. A PowerPoint version of the briefing and copy of the certification form are available for contractors that do not have access to the IRS intranet by the COTR.
- (f) No work shall be performed until the contractor employee has completed the specified briefing. If the required training is not completed within the time frame specified, the contractor employee's application for system and/or building access will be suspended and any current access will be terminated.

17.0 IR1052.239-9009 Section 508 Conformance (FEB 2010)

Each electronic and information technology (EIT) product and/or product related service delivered under the terms of this contract, at a minimum, shall conform to the applicable accessibility standards at 36 CFR 1194 at the level of conformance specified in Section III, Paragraph 2.0(a).

The following technical standards have been determined to be applicable to this contract:

____ 1194.21, Software applications and operating systems.
☒_x_(a) ☒_x_(b) ☒_x_(c) ☒_x_(d) ☒_x_(e) ☒_x_(f) ☒_x_(g) ☒_x_(h) ☒_x_(i) ☒_x_(j) ☒_x_(k) ☒_x_(l)

____ 1194.22, Web-based intranet and internet information and applications.
☒_x_(a) ☒_x_(b) ☒_x_(c) ☒_x_(d) ☒_x_(e) ☒_x_(f) ☒_x_(g) ☒_x_(h) ☒_x_(i) ☒_x_(j) ☒_x_(k) ☒_x_(l)
☒_x_(m) ☒_x_(n) ☒_x_(o) ☒_x_(p)

____ 1194.23, Telecommunications products.
☒_(a) ☒_(b) ☒_(c) ☒_(d) ☒_(e) ☒_(f) ☒_(g) ☒_(h) ☒_(i)
☒_(j) ☒_(k) - ☒_(k:1) ☒_(k:2) ☒_(k:3) ☒_(k:4)

____ 1194.24, Video and multimedia products.
☒_(a) ☒_(b) ☒_(c) ☒_(d) ☒_(e)

____ 1194.25, Self contained, closed products.
☒_(a) ☒_(b) ☒_(c) ☒_(d) ☒_(e) ☒_(f) ☒_(g) ☒_(h) ☒_(i) ☒_(j)

____ 194.26, Desktop and portable computers.
 ____ (a) ____ (b) ____ (c) ____ (d)

The standards do not require the installation of specific accessibility-related software or the attachment of an assistive technology device, but merely require that the EIT be compatible with such software and devices so that it can be made accessible if so required by the agency in the future.

The following functional performance criteria (36 CFR 1194.31) apply to this contract.

X (a) At least one mode of operations and information retrieval that does not require user vision shall be provided, or support for assistive technology used by people who are blind or visually impaired shall be provided.

X (b) At least one mode of operation and information retrieval that does not require visual acuity greater than 20/70 shall be provided in audio and enlarged print output working together or independently, or support for assistive technology used by people who are visually impaired shall be provided.

X (c) At least one mode of operation and information retrieval that does not require user hearing shall be provided, or support for assistive technology used by people who are deaf or hard of hearing shall be provided.

X (d) Where audio information is important for the use of a product, at least one mode of operation and information retrieval shall be provided in an enhanced auditory fashion, or support for assistive hearing devices shall be provided.

X (e) At least one mode of operation and information retrieval that does not require speech shall be provided, or support for assistive technology used by people with disabilities shall be provided.

X (f) At least one mode of operation and information retrieval that does not require fine motor or simultaneous actions and that is operable with limited reach and strength shall be provided.

18.0 IR1052.239-9008 Section 508 Information, Documentation and Support **(SEP 2006)**

In accordance with 36 CFR 1194, Subpart D, the electronic information technology (EIT) products and product support services furnished in performance of this contract shall be documented to indicate the current conformance level with Section 508 of the Rehabilitation Act of 1973, per the 1998 Amendments, and the Architectural and Transportation Barriers Compliance Board's Electronic and Information Technology Accessibility Standards. At no time during the performance of the award shall the level of conformance go below the level of conformance in place at the time of award. At no additional cost, the contractor shall provide information, documentation, and support relative to the supplies and services as described in Section III, Attachment 1. The contractor shall maintain this detailed listing of compliant products for the full contract term, including forms of extensions, and shall

ensure that it is current within five calendar days after award and within three calendar days of changes in products being utilized as follows:

- (a) Product support documentation provided to end-users shall be made available in alternate formats upon request, at no additional charge.
- (b) End-users shall have access to a description of the accessibility and compatibility features of products in alternate formats or alternate methods upon request, at no additional charge.
- (c) Support services for products shall accommodate the communication needs of end-users with disabilities.

Attachment 4 -- 508 Test Plan

The 508 test plan is included as a separate file entitled "RPR.RFP.Amendment1.Attach4".

SECTION IV – PROPOSAL INSTRUCTIONS

1.0 GENERAL PROPOSAL INSTRUCTIONS

(a) Submission of Offers.

Prospective Offerors must signed and dated offers to the office specified in this solicitation at or before the exact time specified in this solicitation. Offers may be submitted on the SF 1449, letterhead stationery, or as otherwise specified in the solicitation. As a minimum, offers must show—

- (1) The solicitation number;
- (2) The name, address, and telephone number of the offeror;
- (3) A completed pricing table (found in Section II of the RFP);
- (4) Acknowledgment of Solicitation Amendments, if any; and
- (5) A technical proposal which addresses the technical evaluation criteria set forth in Section III and in Paragraph 2.0 of Section IV.

All proposals shall be clearly labeled, on the outside with the offeror's name, address and solicitation number. All pages of each proposal shall be appropriately numbered, and identified with the name of the offeror and solicitation number, to the extent practicable. An original and five (5) photocopies of the proposal and all supporting documentation, along with one electronic copy (floppy disk or CD-Rom), shall be submitted. **Proposals shall not exceed 150 pages in length. Any pages in excess of 150 will not be considered.** Proposals shall be submitted on single sided 8 ½" x 11" paper, with font size no smaller that 12 points. The disk or CD copy shall be formatted in MS Office Version 6 or higher. All disks shall include a label identifying the offeror's name, address and solicitation number.

The original copy of the proposal shall contain the original of all documents requiring signature by the offeror. Use of reproductions of signed originals is authorized on the remaining five copies of the proposal.

- (b) Period for acceptance of offers. The offeror agrees to hold the prices in its offer firm for 120 calendar days from the date specified for receipt of offers, unless another time period is specified in an addendum to the solicitation.
- (c) Multiple offers. Offerors may to submit multiple offers presenting alternative terms and conditions or commercial items for satisfying the requirements of this solicitation. Each offer submitted will be evaluated separately.
- (d) Late submissions, modifications, revisions, and withdrawals of offers.
 - (1) Offerors are responsible for submitting offers, and any modifications, revisions, or withdrawals, so as to reach the Government office designated in the solicitation by the time specified in the solicitation.

- (2) (i) Any offer, modification, revision, or withdrawal of an offer received at the Government office designated in the solicitation after the exact time specified for receipt of offers is “late” and will not be considered unless it is received before award is made, the Contracting Officer determines that accepting the late offer would not unduly delay the acquisition; and—
 - (A) If it was transmitted through an electronic commerce method authorized by the solicitation, it was received at the initial point of entry to the Government infrastructure not later than 5:00 p.m. one working day prior to the date specified for receipt of offers; or
 - (B) There is acceptable evidence to establish that it was received at the Government installation designated for receipt of offers and was under the Government’s control prior to the time set for receipt of offers; or
 - (C) If this solicitation is a request for proposals, it was the only proposal received.
- (ii) However, a late modification of an otherwise successful offer, that makes its terms more favorable to the Government, will be considered at any time it is received and may be accepted.
- (3) Acceptable evidence to establish the time of receipt at the Government installation includes the time/date stamp of that installation on the offer wrapper, other documentary evidence of receipt maintained by the installation, or oral testimony or statements of Government personnel.
- (4) If an emergency or unanticipated event interrupts normal Government processes so that offers cannot be received at the Government office designated for receipt of offers by the exact time specified in the solicitation, and urgent Government requirements preclude amendment of the solicitation or other notice of an extension of the closing date, the time specified for receipt of offers will be deemed to be extended to the same time of day specified in the solicitation on the first work day on which normal Government processes resume.
- (5) Offers may be withdrawn by written notice received at any time before the exact time set for receipt of offers. Oral offers in response to oral solicitations may be withdrawn orally. If the solicitation authorizes facsimile offers, offers may be withdrawn via facsimile received at any time before the exact time set for receipt of offers, subject to the conditions specified in the solicitation concerning facsimile offers. An offer may be withdrawn in person by an offeror or its authorized representative if, before the exact time set for receipt of offers, the identity of the person requesting withdrawal is established and the person signs a receipt for the offer.

- (e) Contract award. The Government may evaluate offers and award a contract without discussions with offerors. Therefore, the offeror's initial offer should contain the offeror's best terms from a price and technical standpoint. However, the Government reserves the right to conduct discussions if later determined by the Contracting Officer to be necessary. The Government may reject any or all offers if such action is in the public interest; accept other than the lowest offer; and waive informalities and minor irregularities in offers received.
- (f) Multiple awards. The Government may accept any item or group of items of an offer, unless the offeror qualifies the offer by specific limitations. Unless otherwise provided in the Schedule, offers may not be submitted for quantities less than those specified. The Government reserves the right to make an award on any item for a quantity less than the quantity offered, at the unit prices offered, unless the offeror specifies otherwise in the offer.
- (g) Debriefing. If a post-award debriefing is given to requesting offerors, the Government shall disclose the following information, if applicable:
 - (1) The agency's evaluation of the significant weak or deficient factors in the debriefed offeror's offer.
 - (2) The overall evaluated cost or price and technical rating of the successful and the debriefed offeror and past performance information on the debriefed offeror.
 - (3) The overall ranking of all offerors, when any ranking was developed by the agency during source selection.
 - (4) A summary of the rationale for award;
 - (5) For acquisitions of commercial items, the make and model of the item to be delivered by the successful offeror.
 - (6) Reasonable responses to relevant questions posed by the debriefed offeror as to whether source-selection procedures set forth in the solicitation, applicable regulations, and other applicable authorities were followed by the agency.

2.0 EVALUATION INFORMATION

The Offeror shall clearly present information adequate to evaluate fully each of the evaluation criteria at **FAR 52.212-2 Evaluation – Commercial Items** of this solicitation. Additional information on the evaluation criteria can be found in this section. The offeror is advised to carefully read the entire RFP. Award will be made to the firm whose proposal provides the best value to the Government, price and non-price factors considered.

To aid in the evaluations, proposals should be clearly and concisely written, as well as neat and logically assembled. Prospective offerors are asked to submit material that is directly pertinent to the requirements of this RFP. Extraneous narrative, elaborate brochures, uninformative promotional material and the like, should not be submitted.

The IRS contemplates the award of one contract to the responsible offeror whose proposal represents the greatest value to the Government, price and other factors considered. The Government reserves the right to award the contract to other than the offeror with the lowest price. The evaluation of proposals will be based upon a complete assessment of the offeror's proposal. The factors will be evaluated as described on a best value basis. Price is not a point-scored factor, but is an important factor. Prices for each offer will be evaluated against the other offers received. Selection will be determined on the basis of the following:

1. How well a proposal satisfies the evaluation criteria;
2. The strengths, weakness and risks a proposal presents to the Government; and
3. Evaluation of the proposals relative to the proposed prices to the applicants.

Following the initial evaluation of the technical and price/business proposals, a competitive range determination may be made comprising of the most highly rated offerors. The Government may elect to award on the basis of initial proposals, or establish a competitive range and request revised proposals from the firms in the competitive range.

3.0 Correspondence

All communications concerning the solicitation, including any of a technical nature, must be made through the Contracting Officer. Correspondence, including written questions, should be directed to the attention and address of Jeff Jackson, Contracting Officer. All verbal communications should also be directed to that individual, however offerors are advised that questions of a technical nature must be submitted in writing. **In order to ensure questions concerning any technical aspect of the solicitation receive a timely response, these questions must be received by the contracting officer at least ten (10) calendar days before the due date for receipt of proposals, and shall be in writing. Questions may be submitted in writing via email at Jeffrey.M.Jackson@irs.gov.**

4.0 Submission Requirements

In response to this RFP, offerors are required to submit the following information:

- 1) A signed SF1449;
- 2) A technical proposal which fully addresses each evaluation factor at FAR 52.212-2 Evaluation – Commercial Items of this solicitation. The technical proposal must include a schedule for project implementation;
- 3) A cost proposal which provides the information requested in Section II of this solicitation and any other applicable cost information; and
- 4) A completed test plan (Attachment 4) for each product or service offered in response to this RFP.